

# **EXHIBIT M**



February 3, 2017

**Via E-Mail (peter.mastrostefano@puma.com)**

Peter Mastrostefano  
SVP, General Counsel  
Puma North America, Inc.  
10 Lyberty Way  
Westford, Massachusetts 01886

**Re: PUMA's Infringement of NIKE's U.S. Patent Nos. 7,637,032 and 6,973,746**

Dear Pete:

Thank you for your letter of January 19, 2017. As you might expect, we view your professed confidence in non-infringement as misplaced.

Turning first to the '032 patent and the IGNITE Proknit, PUMA's non-infringement positions are premised on incorrect constructions of the patent claims. First, the claims do not require "additional material" knitted between the stability ribs, as PUMA suggests in Figure 1 of your letter. The patent provides that the "stability ribs" may, for example, be "ribbed regions." (*See, e.g.*, '032 patent, at 5:35-6:19.) The "ribbed regions" may have many different and varied "constructions, structures, textures, patterning, or other characteristics," such as "different rib heights, widths, spacings, etc." (*Id.* at 6:20-41.) The patent even discloses embodiments with "any desired number of openings" or holes, which may be between the stability ribs to provide "various features," such as "better flex." (*Id.* at 7:4-16.) Thus, nothing in the intrinsic record requires "additional material knitted between the ribs," and nothing in the intrinsic record precludes the claims from reading on configurations with holes, cutouts, or "gaps of no material" between the stability ribs. The properly construed claims read on the IGNITE Proknit.

Second, the claims do not require stability ribs in the "forefront" portion of the upper, as PUMA incorrectly states in your letter. The claims are also not limited to the specific embodiments shown in Figure 3 of your letter. Rather, the claims require that "a first portion of the first region extends along a forefoot [not forefront] portion of the exterior portion of the upper member." The IGNITE Proknit has stability ribs in the "forefoot" portion of the upper and, thus, the properly construed claims read on the IGNITE Proknit.

Turning next to the '746 patent and the evoSPEED SL FG and evoSPEED SL II (the "evoSPEED SL"), PUMA states in your letter that "the lateral and medial sides" of the evoSPEED SL "have a similar stiffness." It is unclear what PUMA means by "the lateral and

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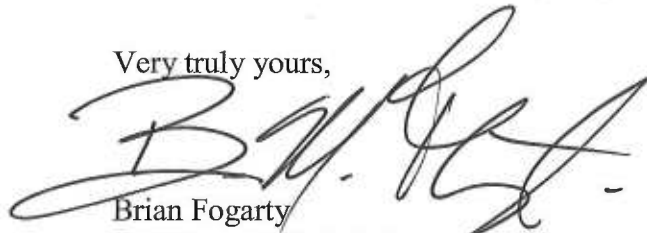
medial sides have a similar stiffness,” or how PUMA contends that contention avoids infringement. But PUMA’s choice of the word “similar” is telling, as PUMA presumably knows that “the lateral and medial sides” do not have the “same” stiffness. The medial stiffened section is stiffer than the lateral stiffened section. Indeed, the evoSPEED SL practices all of the limitations of the claims, including a lateral stiffened section located in a region of the cleat assembly generally corresponding to a midfoot portion of the lateral support bar, a medial stiffened section located in a region of the cleat assembly generally corresponding to a midfoot portion of the medial support bar, and the medial stiffened section is stiffer than the lateral stiffened section.

As I noted in my previous letter of December 9, 2016, NIKE’s preference is to avoid litigation and amicably resolve this matter. But NIKE cannot permit PUMA to continue to violate its intellectual property rights. Please confirm within two weeks of this letter that PUMA will immediately and permanently cease all manufacturing, use, sales, offers to sell, and importation into the United States of the IGNITE Proknit and the evoSPEED SL.

This letter is without prejudice to NIKE’s assertion of any and all rights and remedies it may have against PUMA, all of which are expressly reserved.

We look forward to hearing from you.

Very truly yours,

A handwritten signature in black ink, appearing to read 'B. Fogarty', is written over the typed name and title.

Brian Fogarty  
Sr. Director, Global IP Litigation  
NIKE, Inc.